

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 22, 1997

INVITATION FOR BIDS

NO. IFB-97-248-O

SEALED BIDS

FOR

FURNISHING, DELIVERING AND INSTALLING

MEDICAL AND RECREATIONAL EQUIPMENT

FOR

WOMEN'S COMMUNITY CORRECTIONAL CENTER
OLOMANA COTTAGE RENOVATION, PHASE III

D.A.G.S. JOB NO. 12-27-5524

will be received up to and opened at 2:00 p.m.

on

June 12, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii.

Questions relating to this bid solicitation may be directed to Ms.
Fran Villarmia, phone (808)586-0563.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-97-248-O

Name of company

MEDICAL AND RECREATIONAL EQUIPMENT
FOR
WOMEN'S COMMUNITY CORRECTIONAL FACILITY
OLOMANA COTTAGE RENOVATION
DAGS JOB NO. 12-27-5524
IFB-97-248-0

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.:

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted:

Item No.	Description	Manufacturer's Brand Name & No.	Est. Qty	Unit Price	Total Price
<u>GROUP I - MEDICAL EQUIPMENT</u>					
1.	Medical Cart, lockable drawers, aluminum/s.s construction, or approved equal: _____		1 ea	\$ _____	\$ _____
2.	Examination table, w/paper roll holder, adjustable back, or approved equal: _____		1 ea	_____	_____
3.	Treatment cart, double wall construction, lockable drawers, on casters, or approved equal: _____		1 ea	_____	_____
4.	Scale, Physician's balance beam type, heavy duty construction, or approved equal: _____		1 ea	_____	_____
5.	Utility cart, stainless steel construction, w/casters, or approved equal: _____		1 ea	_____	_____
6.	Sphygmomanometer, wall-mounted, or approved equal: _____		1 ea	_____	_____
7.	Ophthalmoscope/Otoscope, wall-mounted, or approved equal: _____		1 ea	_____	_____
<u>GROUP II - RECREATIONAL EQUIPMENT</u>					
8.	Weight lifting machine, or approved equal: _____		1 ea	_____	_____
9.	Semi-recumbent bike, or approved equal: _____		3 ea	_____	_____
10.	Treadmill, or approved equal: _____		1 ea	_____	_____

Bidder _____

Item No.	Description	Manufacturer's Brand Name & No.	Est. Qty	Unit Price	Total Price
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GROUP III - MISCELLANEOUS EQUIPMENT

11.	Ice machine, or approved equal:	_____	1 ea	_____	_____
12.	Refrigerator, approx.: 23" x 30"H x 6.0 cu. ft., under counter, frostfree, or approved equal:	_____	1 ea	_____	_____

Bidder _____

DELIVERY:

Women's Community Correctional Center
Olomana Cottage
42-477 Kalaniana'ole Hwy.
Kailua, HI 96734

Contact person: Mr. Edwin Shimoda, Warden

Phone: 266-9675

Schedule: August 18, 1997

SPECIFICATIONS

Item No. 1

Medication Cart

(Atromick PC Medication Cart, or equal)

Unit provided shall be constructed of aluminum infrastructure with stainless steel perimeter framework and wrap-around bumper. Unit shall include rear and side storage compartments with adjustable shelves, approximately 10"D and 5"D respectively. 5" double ball bearing casters, one with brake. Approximate dimensions: overall, 41-1/2"H x 26"W; rear compartment, 10"D x 15-3/4"W x 30"H and side compartment, 5"D x 15-3/4"W x 29"H. Color: Salmon. Ten year warranty on drawer slide/glide panel and mainframe locking system and against mainframe rust.

Item No. 2

Examination Table

(UMF 5570, or equal)

Table provided shall be examination type, steel construction, with leveling glides and a stainless steel pull-out shelf useable from either side of table. Also includes three (3) drawers, an adjustable back and a paper roll holder. Approximate dimensions: overall, 72-1/2"L x 26"W x 36"H, seat height 32" and drawers 14-3/4" x 17-3/4" x 3-1/4"H.

Item No. 3

Treatment Cart

(Blue Bell, or equal)

Unit provided shall be double wall steel construction with welded drawer channels every 3" for easy change of drawer size or configuration. Six fully extendable drawers, at least shall one 9"H. Drawers shall be lockable with one key. Reinforced back and removable seamless plastic top. Wrap-around bumper. Four (4) swivel casters, 2 with brakes. Also includes rail mounting system for O² tank.

Item No. 4

Physician's Balance Beam Scale

Scale provided shall be balance beam type, heavy duty steel lever mechanism with hardened pivots and bearing for greater accuracy, sensitivity, stress resistance. Unitized 3/12" steel base for superior durability with easy-to-clean platform cover - won't peel or degrade. Scale weighs in pounds and kilograms. Includes height rod in inches and centimeters.

Item No. 5

Utility Cart

(UMF SS8216, or equal)

Cart provided shall be all stainless steel, all-welded construction with two shelves and four 5" ball bearing casters. 14" between shelves. Dimensions: 20"W x 36"L x 30"H.

Item No. 6

Sphygmomanometer

(Tycos #5091-38, or equal)

Sphygmomanometer provided shall be wall-mounted type with readability from all angles. Adult cuff and 3 foot coiled tubing. Convenient cuff storage in swivel basket. 90° swivel for flexible reading, 10° forward tilt to reduce glare.

Item No. 7Ophthalmoscope/Otoscope

(Welch Allyn #74710/74790 and instrument heads, or equal)

Ophthalmoscope/Otoscope provided shall be 3.5v, wall-mounted type with chrome-plated brass handles for 3.5v Halogen instruments. Mounting bracket included. Set of two locking collars and key to lock instrument heads to handles. Unit shall include the following instrument heads: Ophthalmoscope, Diagnostic Otoscope throat illuminated head.

Item No. 8Weight Lifting Machine

Unit provided shall be a universal weight lifting station, steel construction. Base shall be constructed for stability. User shall be able to perform the following exercises with the following maximum pounds in parenthesis: chest press (300), leg press (320), shoulder press (300), curls (170), pull-ups, hip extension, sit-ups, and rolls. Unit shall fit into a space of 15' x 20'.

Item No. 9Semi-recumbent bike

(Kettler, or equal)

Unit provided shall be semi-recumbent bike.

Item No. 10Treadmill

Unit provided shall be standard treadmill.

Item No. 11Ice Machine

(Scotsman CS55, or equal)

Ice machine provided shall have a 28 lbs. bin capacity with a 55 lbs. ice production in 24 hours. Cub esize - small. Basic electrical 115v. Approximate dimensions: 28"H x 18"W x 10-1/2"D.

Item No. 12Refrigerator, under-counter type

(Any major brand)

Refrigerator shall be able to fit into a space: 2' inside width, 2'-10-1/2" inside height and 2' inside deep. Frostfree and approximately 6.0 cu. ft. x 23"W x 30"H.

SPECIAL PROVISIONS

SCOPE

The furnishing, delivering, and installing of Furniture and Equipment to Women's Community Correctional Center, Olomana Cottages, specified herein shall be subject to these Special Provisions, the attached Specifications, and the General Terms and Conditions, dated September 1, 1995 and included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

OFFICER-IN-CHARGE

For purpose of this contract, Mr. John Borders or his designated representative is named Officer-in-Charge. The telephone number where he may be reached is (808) 587-3459.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature indicating the offeror's intent to be bound.

Bid Price. Bid price(s) shall be based on delivery and installation to destination and shall include all applicable taxes, freight charges and all other costs incurred. Bid price(s) shall be the all-inclusive cost to the State and no other charges will be honored.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Services (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in services at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in services may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax Clearance valid:	7/5/96 to 8/18/96

Tax Clearance continued.

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form Temp B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the applicable use tax. Under no circumstances shall the dollar amount of the award include the aforementioned adjustment.

Brochures and/or Specification. Brochures and/or specifications literature verifying that the item(s) offered conforms to the requirements called for shall be submitted with the bid.

When requested, bidder shall, at his own expense and within three (3) working days from date of State's request, furnish any further information necessary and/or exact samples of the item(s) being considered for award. The State will be the sole judge as to the comparative quality and suitability of alternate or substitute items, and its decision will be final.

Model Numbers. Where model numbers are specified in this bid solicitation, it is the intent to establish the degree of quality required for this project. However, where series numbers are referred to, the series number shall be understood to include all sub-numbered items, as well as all appurtenances, to complete the item. It is also intended that where model numbers are specified, the items shall be modified at the factory, if necessary, to conform to the specifications. A list of all required factory modifications shall be submitted with bidder's response to this IFB.

Item Descriptions. All descriptions included herein are general and it shall be understood that all accessories, fasteners, anchorage devices, protective finishes, trim pieces and the like for complete installations shall be provided. The Contractor shall submit a bid that is completely workable without the necessity to add additional items after submission of the bid.

BIDDER'S AUTHORITY TO BID

The State will not participate in determinations regarding a bidder's authority sell a product. If there is a question or doubt regarding a bidder's right or ability to obtain and sell a product, the bidder should resolve that question prior to submitting a bid. If a bidder offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that bidder and contractor will be obliged to enter into the contract and furnish the required performance bond.

COLOR/FINISH

Color and/or finish selections shall be as stated in the attached Specifications and/or Offer Form pages. If colors and/or finishes specified are not available or not specified herein, the manufacturer's color-charts for each item awarded shall be submitted to the State, no later than 7 days after Notice of Award, for selections of color and/or finish.

METHOD OF AWARD

Award(s), if any, will be made to the lowest responsive and responsible bidder(s) on an individual bid basis.

QUANTITIES

At the time of award, the State reserves the right to delete any item in it's entirety, or increase or decrease the quantity of any or all items to be furnished, based on the availability of funds, with the unit price and all terms and conditions remaining the same.

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) days of receipt by the vendor as specified in Section 3.3 of the General Terms and Conditions. No contract performance and payments bonds are required for this contract. Upon execution of the contract, Notice to Proceed shall be issued.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

DELIVERY

The approximate delivery date for all items in this contract is August 18, 1997. Bidders shall review **RESPONSIBILITY FOR FURNITURE AND EQUIPMENT** in the Special Provisions for additional delivery information. All work under this contract, including all necessary testing, shall be fully completed by August 18, 1997.

Contractor(s) shall contact the State Inspector for this project at least seven (7) days before delivery for specific instructions. Items awarded shall not be delivered to destination without prior approval.

QUALITY OF FURNITURE

All furniture furnished under these specifications shall be new and of the best quality of their respective kind. They shall be free from defects which may render them unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications.

Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

The State may at any time, by written order, stop work or delivery of specific items of furniture or equipment not conforming to these specifications. Such stop order shall not relieve the Contractor if his obligation to complete this contract within the contract item limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

WARRANTY

Equipment furnished shall be guaranteed by the Contractor for a minimum period of one year from date of acceptance or as guaranteed by the factory, whichever is longer, against warping, buckling, cracking, or other defects resulting from the use of defective or inferior materials or from negligent workmanship; or against all design and manufacturing defects.

During the warranty period, Contractor shall replace and/or repair any defective workmanship and/or material at no cost to the State, including but not limited to parts, labor and all travel costs, provided such defects are not due to abuse or negligence on the part of the State.

Warranty period specified in the technical specifications shall prevail only if it is stated that the number of years for guarantee supersedes the special provisions requirements.

RESPONSIBILITY FOR FURNITURE AND EQUIPMENT

Contractor shall retain the responsibility for all furniture and/or equipment until such time as the furniture and/or equipment is delivered, installed and accepted by the State.

In the event that the building is not completed as scheduled, the Contractor shall be responsible for all storage arrangements and all storage charges for a period of two (2) weeks only. After this time the State shall reimburse the Contractor for all storage charges provided that the Contractor obtains prior approval of the daily rate for all expenses incurred for such storage.

INSPECTION

The Contractor shall verify that areas to receive the furniture and equipment contained in the contract, are free of impediments which may interfere with installation, and shall notify the State Inspector if such conditions exist. Installation shall not proceed until conditions are satisfactory.

INSTALLATION

The State will be responsible for any and all permanent construction work to the facility. Contractor shall be responsible to provide all labor, including all required licenses, hardware, material, tools and equipment for the complete installation and proper connection and functioning of the equipment for which Contractor was awarded. It shall be Contractor's responsibility to test the equipment and system connections to insure that installed equipment is working properly and in accordance with the specifications.

ADJUSTMENT AND CLEANING

All moving parts of furniture and equipment shall be adjusted for smooth and proper operation.

The Contractor shall clean the furniture and equipment to remove all dirt, smudges, and other marks. Scratches and other defects on painted or finished surfaces shall be touched up to the satisfaction of the State Inspector.

The work area shall be cleaned and all debris shall be removed from the site.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in the completion of any item of this contract after the required date of said completion.

FINAL ACCEPTANCE

Following the successful completion of installing of the furniture and equipment, the Contractor will be advised of Final Acceptance via a Project Acceptance Notice by the State Inspector.

Delays or failures in properly replacing or repairing defective equipment shall result in extension of the Guarantee period, if deemed warranted by the State. The Contractor shall restore proper equipment operation within ten (10) days of malfunction report originated by the State Inspector.

FINAL ACCEPTANCE continued.

All replacement parts and materials used by the Contractor shall be identical to the original parts and materials installed and shall be in an unused condition. The State Inspector shall reject replacement parts and materials considered nonconforming to these specifications. The Contractor may install, on a temporary basis, used parts and materials as necessary to effect timely and proper restoration of equipment operation. However, upon receipt of new replacement part(s), the Contractor shall replace all temporary used parts and materials at no additional cost to the State.

In the event a piece(s) of equipment needs to be sent to the manufacturer for alignment or repair during the one-year guarantee period, the Contractor shall pay all expenses and shall send the piece(s) by the quickest method available at no additional cost to the State.

If maintenance is required, all maintenance personnel assigned to this project shall be suitably trained and qualified for such work.

INVOICE

Delivery receipt(s) showing the bid number, D.A.G.S. job number, purchase order or contract number, signed and dated by State personnel, and original plus three (3) copies of invoice(s) shall be forwarded to:

D.A.G.S. - Division of Public Works
P. O. Box 119
Honolulu, Hawaii 96810-0119
Attn: Mr. Walter Kagawa, Inspection Branch

DOCUMENT SUBMITTALS FOR FINAL PAYMENT

A Tax Clearance Certificate Form (original & a copy) for purchases \$10,000 or more shall be submitted for all contracts and/or purchase orders resulting from this bid in order for the State to process final payment.

PAYMENT

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days from receipt of invoice and satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, that State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

	<u>Yes</u>	<u>No</u>
	(check only one)	
1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)?	_____	_____
2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH?	_____	_____
3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH?	_____	_____
4. Will your business provide any services in the SOH under the contract to be awarded?	_____	_____*

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____